

1882-019
Lee Co.

Chancery Causes: John Ladens vs. John W. Scott &

Witt, Smith, Redwine, Randalls, McConnell, Bailey, Morris,
Reese

CA-Debt

T-Property

To the Hon. John F. Kelly Judge of the
Circuit Court of Lee County Virginia

Your orator John Carden humbly com-
plaining respectfully represent, that
some time ago perhaps in the year 1879 he
purchased a rifle gun from a man
by the name of Samuel Redwine for the
price of \$4.50 and soon thereafter he learned
that one John W. Scott pretended to have some
claim thereto, and your orator at once re-
turned the gun to Redwine, and received back
the the pay he had advanced. Some three
month or thereabout, ^{afterwards} the said ^{scott} procured
a warrant against your orator, and had
him cited to trial before one Daniel Bruce
a Justice of the Peace for Lee County, and
on the trial these facts were proven, but
the said Scott who had sold the gun
to Redwine, maintained that he had re-
ceived a lien when he sold the same
and that by reason of said lien, your
orator having had the gun was bound
for the price he Scott had sold the
gun to Redwine for, and in the face
of these facts, and as your orator is ad-
vised in the very best of the law the said
Justice gave judgement against your orator
for the sum of \$10. and some \$5.00 costs.

and execution issued therefor, -

Your Orator is an un-learned man, a plain country man and a very poor man ignorant of his legal ^{rights} or the forms of procedure, before Justice or Court, he lives some 30 miles from the Court House, and before he could or even thought it necessary to see an attorney and take advice the time for an appeal on said case and even for a motion for a new trial had passed & your Orator was advised his legal remedy was at an end. - He then under the advice of his atty, filed his Homestead deed claiming all his earthly goods, not a very large amount exempt under the beneficent provisions of Virginia Homestead Law, After which the said Scott let the matter rest until very recently, your Orator had due him from one Alfred Witt the sum of \$50, \$25 of which was due the 21st day of last November, - then the said Scott again renewed his execution & took out some kind of process against said Witt and had him summoned before one Frank Smith a Justice of this County, your Orator's deed in the meantime had not been recorded & he came & filed a new Homestead deed and specified this identical debt due

from Witt and also his other property a
copy of which said deed well in due
time appear herewith filed. He took a
copy of said deed before said Smith
before he gave judgement on the schedule
therewith attached & claimed said debt
exempt by reason thereof. And the said
Justice then & there recognized its binding
force & efficacy and informed your orator that
he would render no judgement against
Witt for said amount claimed by Scott
and your orator was again relieved. But
after, the lapse of about 6 weeks, your orator
was utterly astonished to learn that said
Justice had rendered judgement against said
Witt and that said Scott is now using every
effort to collect the same. Your orator
verily believes this is done for no other
reason than to oppress & harass him until
he will pay the said foul & unjust claim.
He charges fraud & deception by said
Justice, and unjust & dishonest motive, by
the said Scott to collect this pretence of
ill got gains. He is advised that a court
of chancery can alone grant him such re-
lief as will protect him from the unjust
demands of his dishonest oppressor, for
he cannot be styled a creditor,

The object of this bill therefore to have a decree from this Honorable Court enjoining the said Scott from collecting or the said Pitt from paying over said sum of money and giving to your brother the exemption of the Homestead laws to which in this case he is advised he is justly entitled the judgement being founded upon an open account; and to restrain & enjoin said Smith as Justice of the peace from issuing any other or further judgement, thereon - and for that purpose alone he makes said Smith a party asking no further relief from him.

His prayer therefore is that John W. Scott, Alfred W. Pitt, and Frank Smith J. P. be made parties defendant to this bill & answer it, allegations upon oath and upon a hearing a decree be rendered perpetually enjoining said Scott from collecting said false & dishonest judgement and the said Alfred W. Pitt from paying over the same and for all other further & general relief - May Supra issue &c.

Again & Picomere

Virginia Lee County to wit -

This day John Sadler personally appeared before me & made oath that the facts stated in the foregoing bill do for as made upon his own knowledge are true & so for as made upon information claimed from others he believes them to be true Given under my hand this 17th day of Jan. 1881.

~~James W. Orr Clerk~~
J. F. Hyatt

Corn in Chan.

On Clk p 5-37 1881.

John Adams

vs. Bill C. C.

John M. Scott

Injunction granted. Bond
penalty of \$5000 with security &
usual conditions required.

J. A. Kelly

To : : : : : Jan 24 1887

Clerk of Cir. C.

Lee County

1881. File, Exa. Expector & Dece. Rec.
" Mr. Dece. Rec. Cont. &
set for hearing by J. A. Kelly.
" Morris of Scott, file & cont.
" Mr. Cont.

C. D. T. C.

To the Hon John A Kelly Judge of the
circuit court of Lee county Va

The demurrer and answer of
John Scott to a bill of complaint
submitted against respondent & others
by John Cadmus in your honor court.

Respondent says he is advised
that said bill of complaints is not
good & sufficient in law to call this
respondent to answer in this honora-
ble court but that there is good grounds
of demurrer thereto & he does demur
accordingly & prays judgment &c.

Not waving his said demurrer
but relying thereon respondent says
that he is advised the court has
no jurisdiction thereof because
of anything therein set out. further
answering respondent says that the
plaintiff has strongly mistaken the
facts of the case he has attempted
to present, as well as become in
the opinion of respondent intemperate
in the language he uses in reference to
respondent - in fact complaint seems
to be mad if we may judge from his
language. respondent would now
represent to your honor the real

facts in the case, In the spring of 1879
respondent hired Samuel Redwine to
work for him at the rate of nine ^{eight or} ~~fratens of 3 months~~ ^{fratens of 3 months} dollars per month, ~~three months~~
which was to be paid at the ~~expir-~~
ion of said term ^{nothing to be paid before} the said Redwine
came to respondent & went to work
& worked eleven days, during said
11 days he took respondent's gun
& went hunting with it on his
return he remarked to respondent
he would like to buy that gun
respondent told him it was
for sale & the price was \$10.⁰⁰ said
Redwine said he would give it
respondent replied that when
said Redwines time was up & he
had worked out the 3 months he
could have the gun for that
price if there was that amount
then due him, & so the conversation
ended & Redwine put up the gun
the Saturday following Redwine was
going home & asked respondent if
he might take the gun with him
& shoot ^{down} as he went, respondent ~~consented~~
& said Redwine took said gun, & while
on his way stopped on respondent

has since learned & said said gun to
said J. L. Eads, when respondent
heard of it he went to J. L. Eads &
told him the facts substantially
as stated above, thereupon the said
Eads denied having said gun, respon-
dent insisted that he had it & insis-
ted he would proceed to get it by
law & left. said Eads after
respondent left, he ^(respondent) learned that
Eads said to J. W. Morris that the
gun was there and asked said
Morris to take it to respondent
& finally Morris agreed to take
the gun & see that respondent
got it, said Morris carried the
gun to the house of Sidney Borker
& put it in the loft & posted notice
of the fact, after that said Eads
came to said Borker & told Borker
he wanted to forward the gun to Scott
& took said gun & turned it over
some one who carried it to the State
of Kentucky. When these facts came
to respondent's knowledge he issued
out a warrant for the tort which
is here filed as part herof marked
H H as part herof, on the trial

these facts were fully developed by the evidence & judgment were rendered in favor of respondent as will fully appear from copy here filed as aforesaid, shortly thereafter the said complainant notified the office that he had taken the benefit of the several exceptions as respondent found & thus matters remain until ~~the~~ 18th Decr 1880 where respondent learning of Alfred Witts indebtedness to complainant by summons or suggestion sought to subject that fund to the payment of said judgment aforesaid & got judgment against said Witt temporary 13th Decr 1880 as will likewise appear from same heretofore filed H H H as port hereof respondent knowledge information heretofore, respondent denies that his judgment against Witt was by fraud, respondent denies any fraud in any of the transaction, or unfairness, respondent denies that ptff is entitled to take the homestead as against said liability, respondent denies that even if entitled to the benefits thereof plaintiff could avail himself of in the way he has proceeded, respondent

denies that he had any purpose
in view, save to collect that
which he was entitled both by
law & equity. He is denying generally
all allegations of said bill not
hereinbefore referred to & prays to
be hence discharged with his reason-
able costs.

Morgan & Duncan for
John Scott.

J^d Lee County to wit:

This day John Scott
personally came before me
& made oath that the facts stated
in the above answer are true
in so far as stated on his own
knowledge & he believes it true
in so far as stated on information
derived from others. Given under my
hand this 31st March 1887

James W Orr, Clerk

John Scott
ad 3. d. m.

ads 3. *Adm.*

John Cadmus

Filed April 1st 1881.
Jas W Orr, Clerk.

John Scott { In town.
vs. { 21st day of July 1879, at D.H. Barnes in Lexington
John Edens { Judgment that the plaintiff
recover of the defendant, \$10.00

for the damages sustained by him for the
conversion of the gun in the warrant mentioned
by the defendant, and for \$3.10 for his costs.
Dee County, W. Virt. D.H. Barnes J. P.

In H.H. Brashier Sheriff of the said County
I command you, in the name of the Commonwealth of Virginia
that of the goods and chattels of John Edens in your district,
you cause to be made the sum of ten dollars, which John
Scott has recovered before me in a warrant in town, for
his damages, which he sustained by the accession of
converting and disposing certain ^{goods} and chattels of the said
John Scott by the said John Edens, ^{with int. own} and also three dollars &
ten cts. which were adjudged to the said John Scott for his costs in
prosecuting his said warrant. ^{12th July 1879.}
Given under hand; this 3rd day of Dec. 1879 D.H. Barnes J. P.

"H H"

John Scott } at F M Smiths in the ^{county} of Lee on
VS } the 13 day of December 1880
John Edens }

after hearing judgment is granted
the plaintiff for the sum of \$10.00 dollars
and \$3.10 for his cost and Alfred With
who has been garnished in this cause having
appeared and admitted on oath that he is
indebted to said John Edens in the sum of
\$50 dollars which is due

Judgment is granted the plaintiff
against the said Alfred With for the sum
\$13.10 dollars for the use of the said John
Scott and for \$1.00 dollars costs of prosecuting
this warrant

F M Smith J.P.

Lee County to wit
to Mth Rasor constable of said county
I command you in the name of the
Commonwealth of Virginia that of the
goods and chattels of Alford with you
in your district you cause to be made
the sum of \$13.00 dollars with interest
from the 13 day of Dec 1880 till paid
which John Scott has recovered before
me in warrant in debt and also the
sum of \$1.00 dollar for cost in
prosecuting his said warrant given
under my hand this the 13th day December
1880 J. M. Smith J.P.

John Scott
against
Alford with

11 11 11

John Eaden Plff
 against
John W. Scott -- Deft } In this

This cause came on this day to be heard upon the papers, bill of the plff, an answer of the defendant an replication thereto, an depositions of witnesses - an the written agreement of the parties - On consideration whereof an for reasons appearing to the Court it is adjudged ordered and decreed that Alfred Witt cut of the debt due from him to the plaintiff pay to the defendant the sum of \$6.18 - an pursuant to said written agreement all other matters and things mentioned in said bill, are perpetually enjoined an inhibited so that the defendant shall not ever hereafter, proceed to collect or enforce the same - And said cause is dismissed without costs to either party.

John Eaden

²⁵³
Decree-
Final

John W. Scatter

March 5, 1882

Entered Page 256

J. A. Hyatt
Clerk

Enter this
April 4th 1882
J. A. K.

The depositions of John Eadens, Samuel
L. Redwine, Alfred W. H. David Randall,
Robert McConnell & V. G. Bailey. Taken at
the Poor Valley meeting house on the
8th day of August 1881 Pursuant
to notice which notice is filed herewith
and the parties all being present at the taking
which depositions are intended to be read
as evidence in behalf of John Eadens
in a certain suit now pending in the
Circuit Court of Lee County wherein
the said John Eadens is Plaintiff and
John W. Scott and Francis M. Smith
are defendants. John Eadens a witness
of lawful age after being ^{aduly sworn} deposed that and said
that he bought the gun in dispute from
Samuel Redwine and paid him four
dollars and fifty cents for the same, that
he ~~did~~ ^{not} know at that time that John W. Scott
had any claim against said gun. And
some time after I bought said gun from
Redwine John W. Scott came to me at
my house and said he had come to see
about his gun. I told him that I did not
know any thing about his gun and that
the gun he claimed I supposed was sold
and Scott then demanded pay for the gun
and said if I did not pay him for the
gun he would make it cost me three times

the mouth of the gun. Scott stated that
Redwine had stole his gun. A day or two
after Scott was at my house and demanded the
gun. Redwine and me recanted the trade
and Redwine paid me back the price of
the gun and I delivered the gun to him.
Scott then warranted me for the gun
and the case was taken before ^{Justice} Bruce and
Bruce gave judgment against me for the
price of the gun and I called on Bruce
for an appeal to court and he refused
to grant me the appeal and said that I
was not entitled to an appeal except the debt
or judgment exceeded ten dollars. Shortly
after Bruce gave the judgment against me
I made and filed my homestead deed
in the clerk's office. and some time after
I made and filed said homestead deed I
sold to Alfie with a piece of land for
fifty dollars and took his notes for the
same and said with was summoned
before Esquire H. M. Smith to answer
suggestions, and I then went to the clerk's
office to get my deed and for some cause
said ^{debt} was ^{not} recorded. I then had the notes
on with for the price of said land placed
in said deed and acknowledged the
same and had it recorded and brought

I with me, and I handed said deed to Esquire F. M. Smith and he had said ^{received} ~~in~~ his possession about a week. I then went to Smith after my deed, and brought the same to Green Bailey. Smith was there and Smith & Bailey read the deed and Smith stated if Scott ^{got} a judgment against Will, he would have to get it before some other Justice. The witness ^{stated} that the next day after he delivered the gun to Redwine, that Redwine brought the gun to Scott, ^{house} and Scott was not at the house at the time Redwine told Scotts son James, that he would let his father have the ~~gun~~ back if he would pay him for his work.

Cross examined by the Defendant

Question 1 Did you take ~~you take~~ the gun down at Gideon Barkers or not answer I do not remember whether I did or not

Question 2 What did you say to Mrs. Barker on that occasion, answer I asked Mrs. Barker when the gun was that Esquire Morris had brought there. She said it was in the loft. I cannot say who got the gun out of the loft whether it ^{was} Redwine or myself or some of the women

Question 3 Did you tell ^{or not} her when I went for my gun that she was sold, answer I told

You that she was under contract and I considered
the same as sold.

Question 14 Did you deliver the gun to Esquire Morris
to bring to me and if so when did you do so
answer The next morning after Scott was
at my house after the gun. Through the
persuasion of Esquire Morris and the
women and to keep down a fuss I gave
the gun to Morris and ~~told~~ told him to
take it to Scott. But after a talk with
Redwine I declined to send the gun to
Scott, and Redwine got the gun.
And further this deponent said not

John Edders

Samuel L. Redwine, an other witness of
lawful age, ^{after being duly sworn} deposed and said that
about March 1879 I hired to work for
John W. Scott for three months at nine
dollars a month. I was to take the gun
in dispute, at ten dollars and he was to get
me a pair of shoes and a pair of pants or the
leaves to make the pants, and at the expiration
of my time he was to pay me one ^{of the balance} half in
money and half in Goods if I wanted the
Goods. If I did not want the Goods he
was to pay me all in money. I had the
gun in my hands when we traded and
Scott told me that I could put the gun
in the ^{smoke} house. I asked him if he would let
me have what ammunition that was in the shot
patch. He told me I could have it.

I Set in To work and worked Eleven days
and a half and Scott Came to The field
where I was plowing on a hill side where it
was pretty rough and he told me if I could
do no better that I could leave there and I
did leave that day and took the Gun with
me, and I think I kept the Gun about three
weeks and sold her to John Ecdens. I got
word from Ecdens that he wanted to see me
at his house, and I went to his house and
we recanted the trade and I took the Gun
back and paid him back the price of the
Gun, which was four dollars and fifty cents
I received the Gun at Gideon Barkers. I took
the Gun down out of the loft myself. The
next morning I came to Scotts house along with
John Ecdens and I inquired for Scott and
James Scott told me he was up yonder
I told James to tell him that if he would
pay me for what labor I had done he could
have the Gun in a reasonable time, and
if he did not pay me ~~in a reasonable~~
~~time~~ I would sell her. I kept the Gun
two weeks after that and I sold her to
William Legg

Cross examined by the Defendants

Question 1

Did You ever ask me for any pay
for your work. Answer I never did

- Question 2 Did you tell me when you left that you was going to leave, answer I told you I was going over the mountain.
- Question 3 Did you intend to leave for good and if so did you tell me so, answer I did intend to leave but, I did not tell you so.
- Question 4 Did you tell Eadens when you sold the gun to him, that there was any difficulty about the gun, answer I told him that you had threatened ^{to law} me for the gun or have me sent to the whipping post And further this deponent saith not
- Samuel L Keding

Alfred Witt an other witness of lawful age, ^{after being duly sworn} deposeseth and saith: that he bought a piece of land of John Eadens at the price of fifty dollars one half payable last fall and the balance next fall, some time after we made the trade I was summoned before Esquire Smith to answer suggestions, and after I was noticed before Smith, Eadens came to me and said that I owed him nothing, that he had sold the notes to his Mother in law Eadens stated to me when we traded, that he wanted to see the land for the purpose of paying Monroe Flanary some money that he owed him And further this deponent saith not

Alfred Witt

David Randall an other witness of
lawful age after being duly sworn
deposeth and saith that he was with
John W. Scott when he went to John
Eadens for the gun, and Scott demanded
the gun and Eadens told him that the
gun was sold. Scott told him that
if he did ~~not~~ give up the gun he would
make it cost him ~~two~~ or three guns
And further this deponent saith not
David ^{his} Randall
mark

Robert McConnell an other witness of
lawful age after being duly sworn
deposeth and saith that he was at
John W. Scotts some time after Redwine
had quit working for Scott and had
left. He asked me about Redwine and
the gun. I told him Redwine was
in the lumberyard and had a gun and
Scott asked me if Redwine was going
to come back and work for him. I told
him I thought not. Scott then said
the gun was his gun, and he told
me to tell Redwine to bring the gun
back to him, and I told Redwine what
Scott said. Redwine told me he had
paid for the gun. He told me that before

I Saw Seal

And further this deponent saith not
Robert ^{his} McConnell
mark

Nathaniel G. Bailey a witness of lawful
age after being duly sworn deposed and
saith that John Eadens brought a home
stead ^{deed} to his house and read it, and I
saw two debts listed at the top of said
deed above the Commencement of the same
on Alfred Witt for twenty five dollars
each. I think Smith also read said deed.

Cross examined by the defendant
Did not Eadens ask ^{Smith} me if I ^{thought} would give
a judgment ^{against} Witt and if I did not tell
him that I would not give a judgment against
Witt without it was my duty to do so.
Answer I think that was the conversation
And further this deponent saith not

N. G. Bailey

Lee County to wit, I Gairt Bailey a
Commissioner in Chancery for the Circuit Court
of Lee County in the State of Virginia do
Certify that the Depositions of John Eadens

Com. sp. 3.73 Samuel L. Redwine, Alfred Witt, David Randall,

Robert McConnell and N. G. Bailey were
duly taken, subscribed and sworn before me
at the time and place mentioned in the
caption given under my hand this August
8, 1881

W. G. Bailey
Commissioner for Circuit Court &c.

3 witnesses
\$2.50

John Eadens Plff
against
John W. Scott and
F. M. Smith Defts.
Depositors of the Eadens
+ others, of the
of said John Eadens

Filed Aug 10th 1881.

J. A. G. Hyatt
Clerk

John Eadens
Samuel L. Padgett
Alfred Mott
David Randolph
Robert McLaughlin
N. G. Bailey

The depositions of John W. Morris
James C. Scott Edward N. Reese
and John W. Scott taken at the
Door Valley meeting house on the 8 & 9,
days of August 1881. ~~Platypus to notice~~
~~The parties all being present at the taking.~~
~~which was the depositions~~

are intended to be read in behalf of
John W. Scott and Francis M. Smith in a
certain suit in chancery, now pending in the
Circuit Court of Lee County, wherein John Eaden is
Plaintiff and the said John W. Scott & Francis M. Smith
are Defendants.

John W. Morris a witness of lawful age
after being duly sworn deposes and saith
that he was at John Eaden's house, and the
women Eaden's wife and Mother ^{living law} persuaded me
to get at me to take the gun, which was ⁱⁿ dispute
to Scott. I told them I thought it would be
best to stop lawing and hard thoughts and
Eaden's agreed for me to take the gun back
to Scott. I took the gun to Gideon Barkus
and put ^{it} up in his loft ^{on fire} or joists. And I
put up a little advertisement to the effect
that I was going to take the gun to Scott
or send him word.

And further this deponent saith that
John W. Morris

Adjourned till to morrow morning at 9
o'clock to meet at the same place August 8,
1881

Leam Bailey Comr. ex

Met pursuant to adjournment August 9, 1881
Leam Bailey Comr. ex

James C. Scott an other witness of
lawful age after being duly sworn
deposed and said that John Eads
Samuel Redwine came to Father
and called and Redwine enquired
where Mr. Scott was I told him
that he was somewhere on the place
perhaps up the valley. I crossed the
fence and they moved on down the
road and Sam. Redwine said
something about the gun that if
Father would pay him ~~for it~~ or
settle with him he would give up
the gun. I told them to stop or go
up the valley to ^{the house} Father was I don't
remember which, but they refused to
stop and went on. And the
witness further states when Redwine left
Father with the gun, when he quit
work, He asked Father to let him have
the gun to take home and that he
would bring it back when he came
back to work. He agreed for him to
take the gun and Redwine agreed
to return it.

And further this deponent said that
J. C. Scott,

Edward V. Reese a witness of lawful
age after being duly Sworn deposed and
saith that he was present when Redwine
hired to Scott. Redwine hired for
three months at nine dollars a month
Scott was to pay him the gun at ten
dollars and jeans to make him a pair of
pants and a pair of shoes ~~and~~ the leather
to make the shoes, and the balance at
the expiration of his time. To the best
of my recollection Redwine was to leave
the gun when he paid for his, and
Scott told him to go and put his
in the Smokehouse. I went across
the mountain once with Redwine while
he was at work with Scott and he
carried the gun along with him and
he brought his back with him that
time. I do not know whether he got
leave from Scott to take the gun
or not

And further this witness saith not
Edward V. Reese
mark

John W. Scott a witness of lawful age
after being duly sworn deposed and
saith that about two years ago last
March he hired Samuel Redwine to
work for him three months. I was to
pay him nine dollars a month, and
was not to pay him any thing till his
time was except jeans to make him a
pair of pants and a pair of shoes when
he called on me for them. And about
the next day after Redwine set in to
work for ^{me} he agreed to take the gun
at ten dollars, to have the gun when
he paid for her. He proposed to buy
the ammunition, and I finally told him
he could have it for twenty five cents.
But when he got to work and went away
and took the gun, he did not get the
ammunition. He worked eleven days for me
on Saturday evening he was going
home and he asked me if he could
take the gun I told ^{him} he could take
the gun if he would bring her back.
He agreed to bring the gun back
but he did not bring her back. I
did not make any big fuss about
the gun at first. I concluded to wait
a while on him, I thought perhaps his
friends would prevail on him to bring
the gun back.

I then understood that Redwine had sold
the gun to John Eadens and I went to
Eadens' house forthwith to see about the
gun, and took with me David Randall
who was a near neighbor of Eadens
and demanded my gun, and Eadens
said she was not there. I asked him when
she was. He said she was sold and gone.
I then took legal proceeding to recover
my rights. I never went to Redwine for the gun
I never could get in reach of my gun
and further this witness saith not
John W Scott

Lee County to wit: I Carr Bailey
a Commissioner in Chancery for the Circuit
Court of Lee County Virginia, do certify
that the depositions of John W. Morris, James
C. Scott, Edward V. Reese and John W. Scott
were duly taken subscribed and sworn to
before me at the times and place
mentioned in the caption. Given under
my hand this 9. day of August 1881
Carr Bailey Commissioner

Comp. fee \$2.25
Witnesses
5 days \$2.50

John Eaden, Clerk
against
John W. Scott & F. M. Smith
Depositors of John W.
Morris & others.
In behalf of said Scott
& Smith

Filed August 10 1881
J. A. Hyatt
Clerk

John W. Morris
James C. Scott
Edward N. Reese
John W. Scott,

We the undersigned agree that at the
coming ~~after~~ March term of the Circuit
Court, the case of John Eaden against
John W. Scott shall be dismissed as
follows.

Agreed with is to pay to
Scott out of the debt in his hands
the sum of \$6.18, and the injunction is
to be perpetuated as to all other matter
and things mentioned in said bill, and
the plff. nor defendant is not to
have any judgement or decree for
any costs the one against the other -
in this suit in Court - Feb. 22. 1882

John W. Scott
A. L. Pendimore atty
for Eaden.

Eadens
v
Scott } In ch.

Agreement

Eadens
v
Scott }

Know all men by these presents that I, A. L. Pridemore am held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Fifty dollars, for the payment thereof well and truly to be made to the said Commonwealth. I bind myself, my heirs, executors and administrators, jointly and severally, firmly by these presents. And I hereby waive the benefit of my homestead exemption as to this debt. Witness my hand and seal, this 31st day of January 1881.

The condition of the above obligation is such that where as, on the 24th day of Jan'y 1881, an Injunction was granted by the Judge of the Circuit Court of Lee County Virginia, restraining and prohibiting any further proceedings upon a judgment of a Justice of the Peace in favor of the defendant Scott, and against John Eadens the plaintiff in the bill, until the further order of the Court. Now if the said Eadens shall well and truly pay and satisfy the said Judgment proceedings on which are stayed, and shall pay all costs and damages which may be awarded against him, in case the injunction aforesaid shall be dissolved, then this obligation to be void otherwise to remain in full force & virtue.

A. L. Pridemore (seal)

John Eddens
vs { Injunction Bond
John W. Scott et als

Mrs John W. Scott
and Frank Smith.

Gentlemen:

You will please
take notice that on the 8. day of August
1887 at The Poor Valley meeting
house in the County of Lee, I will pro-
ceed to take the depositions of Alfred Velt
and others, which when taken are intended
to be read as evidence on my behalf in a
certain suit in Chancery now pending in
the Circuit Court of Lee County Virginia
In which said suit I am plaintiff and
you are defendants. And if from any
cause the taking of said depositions be not
commenced on that day or if commenced
be not concluded, the taking of the same
will be adjourned and continued from
day to day or from time to time until
completed.

Yours truly
John E. Lewis.

Lee County to wit: This day John Eadens
made oath before me that he delivered a
true and an exact copy of the written
notice to John W. Scott and F. M. Smith
several days previous to the taking of the
depositions that he delivered a copy to each one
of them, or he left Smith's copy with his
wife at Smith's house given under my
hand this August 8, 1881

Warr Bailey County Clerk

John W. Scott:

The Commonwealth of Virginia.

To The Sheriff of Lee County, Greeting:

We command you to summon

John W Scott, Alfred W With, and
Frank Smith J. P.

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court House, on the first Monday in Feb
next, being ^{day} rule, to answer a bill in Chancery, exhibited in our said Court against them by

John Eadeus

And have then there this writ. Witness JAMES W. Orr, Clerk of our said Court, at the Courthouse, this
day of Jan'y 188 /, in the 10⁵ year of the Commonwealth.

James W Orr.

Clerk.

John Eads
vs } Spa in chy.

John W Scott et al.

Feb Rules 1881.

Executed by Deliv-
ering John W Scott
& Frank Smith a
copy of Mil. & S.
Feb 1st 1881

also leaving one
at Alfred Witts
house ~~for~~ 1881
Homer Mills D.S.

To restrain the defendant from further proceeding
upon the judgment in the bill mentioned until the
further order of the Court, having having been given
as the law requires.

James W Orr, Clerk.